

3

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Residential Credit Solutions, Inc., a Delaware corporation ("RCS"), having an office at 4708 Mercantile Dr, Fort Worth, TX, 76137, does hereby constitute and appoint Ditech Financial LLC, a Delaware limited liability company (the "Company"), having a place of business at 3000 Bayport Drive, Suite 880, Tampa, Florida 33607, by and through its officers, true and lawful agent and attorney-in-fact, and hereby grants it authority and power to take, through its duly authorized officers and designated agents, the Actions (as such term is defined herein) in RCS' name, place and stead. This power of attorney ("Power of Attorney") is given in connection with, and relates solely to that certain Asset Purchase Agreement dated as of December 8, 2015 (the "Purchase Agreement"), between the Company and RCS, under the terms of which RCS sold to the Company the mortgage servicing rights to certain mortgage loans (such mortgage loans, the "Mortgage Loans"). Each of the Mortgage Loans comprises a promissory note evidencing a right to payment and performance secured by a security interest or other lien on real property evidenced by one or more mortgages, deeds of trust, deeds to secure debt or other forms of security instruments (each, a "Mortgage"). The parties agree that this Power of Attorney is coupled with an interest.

As used above, the term "Actions" shall mean and be limited to the following acts, in each case only with respect to one or another of the Mortgage Loans and only as mandated or permitted by federal, state or local laws or other legal requirements or restrictions:

1. Foreclosing delinquent Mortgage Loans or discontinuing such foreclosure proceedings, including, but not limited to, the execution of notices of default, notices of sale, assignments of bids, and assignments of deficiency judgments, and appearing in the prosecuting bankruptcy proceedings;
2. Selling, transferring or otherwise disposing of real property acquired through foreclosure or otherwise, including, but not limited to, executing all contracts, agreements, deeds, assignments or other instruments necessary to effect such sale, transfer or disposition; and receiving proceeds and endorsing checks made payable to the order of RCS from such proceedings;
3. Preparing, executing, and delivering satisfactions, cancellations, discharges, lost note instruments, or full or partial releases of lien, subordination agreements, modification agreements, assumption agreements, substitutions of trustees under deeds of trust, and UCC-3 Continuation Statements;
4. Endorsing promissory notes and executing assignments of mortgages, deeds of trust, deeds to secure debt, and other security instruments securing said promissory notes in connection with loans for which the Company has received full payment of all outstanding amounts due on behalf of RCS;
5. To endorse checks in connection with optional insurance, loss drafts, payoffs, payments, refunds and claims, and depositing the same into the appropriate accounts; and



2016 AUG 17 30

STATE OF INDIANA
LAKE COUNTY RECORDER
MICHAEL BROWN

2016 AUG -3 AM 11:2

\$ 200.00
non-com
16-00
M. E.
#188942

6. Any and all such other acts of any kind and nature whatsoever that are necessary and prudent to service the Mortgage Loans, including, without limitation, delegating the authority granted herein to necessary third parties, including but not limited to law firms or trust companies and each of their officers, directors, employees, agents and assigns.

RCS further grants to the Company full power and authority to do and perform all acts necessary for the Company to carry into effect the power or powers granted by or under this Power of Attorney as fully as RCS might or could do with the same validity as if all and every such act had been herein particularly stated, expressed and especially provided for, and hereby ratifies and confirms all that the Company shall do, in compliance with the terms of the Purchase Agreement and applicable law, by virtue of the powers and authority granted and contemplated hereby. This appointment shall not be assigned to any third party by the Company without the written prior consent of RCS and this Power of Attorney shall be in full force and effect until revoked or terminated by RCS.


Third parties without actual notice may rely upon the exercise of the power granted under this Power of Attorney, and may be satisfied that this Power of Attorney has not been revoked by RCS.

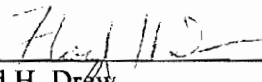
[Remainder of page intentionally left blank.]

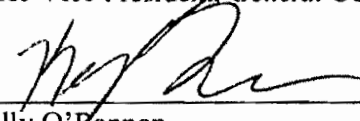


IN WITNESS WHEREOF, the Seller has executed this Power of Attorney this 15th day of February, 2016.

**RESIDENTIAL CREDIT SOLUTIONS,
INC.**

By: 
Name: **Dennis G. Stowe**
Title: **President and CEO**

Witness: 
Name: **Floyd H. Drew**
Title: **Senior Vice President, General Counsel and CCO**

Witness: 
Name: **Kelly O'Bannon**
Title: **Executive Vice President**

STATE OF TEXAS

COUNTY OF TARRANT

**Document is
NOT OFFICIAL!**

On February 15, 2016, before me, Andrea Fernandez, Notary Public, personally appeared Dennis G. Stowe, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.



ANDREA FERNANDEZ
Notary Public, State of Texas
My Commission Expires
April 14, 2019


NOTARY PUBLIC

